

LAWRENCE A. ORGAN (SBN 175503)
larry@civilrightsca.com
MARQUI HOOD (SBN 214718)
marqui@civilrightsca.com
CIMONE A. NUNLEY (SBN 326915)
cimone@civilrightsca.com
CALIFORNIA CIVIL RIGHTS LAW GROUP
332 San Anselmo Avenue
San Anselmo, California 94960
Telephone: (415)-453-7352
Facsimile: (415)-785-7352

J. BERNARD ALEXANDER (SBN 128307)
balexander@amflp.com
ALEXANDER MORRISON & FEHR LLP
1900 Avenue of the Stars, Suite 900
Los Angeles, California 90067
Telephone: (310) 394-0888
Facsimile: (310) 394-0811
Attorneys for Plaintiff,
OWEN DIAZ

MICHAEL RUBIN (SBN 80618)
mrubin@altber.com
JONATHAN ROSENTHAL (SBN 329638)
jrosenthal@altber.com
ALTSHULER BERZON LLP
177 Post Street, Suite 300
San Francisco, California 94108
Telephone: (415) 421-7151
Facsimile: (415) 362-8064

DUSTIN L. COLLIER (SBN 264766)
dcollier@collierlawsf.com
COLLIER LAW FIRM, LLP
240 Tamal Vista Blvd. Suite 100
Corte Madera, CA 94925
Telephone: (415) 767-0047
Facsimile: (415) 767-0037

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

OWEN DIAZ,
Plaintiff,
v.
TESLA, INC. dba TESLA MOTORS, INC.;
Defendant.

Case No. 3:17-cv-06748-WHO

**DECLARATION OF CIMONE NUNLEY
IN SUPPORT OF PLAINTIFF'S NOTICE
OF NEW EVIDENCE**

Trial Date: March 27, 2023
Complaint filed: October 16, 2017

1 I, CIMONE A. NUNLEY, hereby declare:

2 1. I am an attorney licensed to practice law in the State of California. I am an attorney
3 with the law firm of California Civil Rights Law Group, co-counsel for plaintiff Owen Diaz in
4 this action. I have personal knowledge of the facts stated herein and if called upon to testify, I
5 could and would competently testify thereto, except as to those matters that are stated upon
6 information and belief. I hereby submit this declaration in support of Plaintiff's Notice of New
7 Evidence in Support of Plaintiff's Renewed Motion for Mistrial and Motion for a New Trial.
8

9 2. The California Civil Rights Law Group and Altshuler Berzon LLP are among the
10 counsel of record on behalf of the named plaintiffs and putative class members in a pending
11 Alameda County Superior Court class action alleging racial discrimination in Tesla's Fremont
12 factory, *Vaughn et al. v. Tesla, Inc.*, Alameda Superior Court No. RG17882082 ("*Vaughn*").
13

14 3. In July 2023, Tesla produced approximately 34,000 pages of documents to the named
15 *Vaughn* plaintiffs. While reviewing these documents on August 4, 2023, we discovered two
16 email chains dated March 3, 2016—during the time Mr. Diaz worked in the Tesla factory. The
17 Bates Stamp numbers of those documents are TSLA(VGN) 26869, 26870, 27092, 27094, and
18 27095. Both email chains attach the same photograph.
19

20 4. Pursuant to the Protective Order in *Vaughn*, Tesla marked these documents as
21 "CONFIDENTIAL." Although the email chain identifies the person who sent the initial email
22 (who to the best of my knowledge was not identified in Tesla's disclosures or discovery
23 responses in *Diaz*), Tesla redacted the names of the recipients of that email and the name of the
24 person who responded to the sender.
25

26 5. I believe that these documents would have been responsive to General Order 71 as
27 well as to several discovery requests that our office served in the *Diaz* matter, and this Court's
28 subsequent order pertaining to those requests. Dkt. 93.

1 6. Upon discovering this email chain in the *Vaughn* production, my office promptly
2 contacted Tesla's counsel of record in this matter, Quinn Emmanuel Urqhart & Sullivan, LLP
3 ("Quinn Emmanuel") by email at 12:07 PM on Friday, August 4, 2023. We informed Tesla that
4 we had received a document that we believed was responsive to our discovery requests in *Diaz*
5 and should have been produced. We asked Tesla's counsel to meet and confer before noon on
6 Monday, August 7, 2023, and we asked them to be prepared to explain Tesla's deficient
7 production. We subsequently also asked Tesla to withdraw its "CONFIDENTIAL" designation
8 of the documents in *Vaughn* so we could submit them to this Court, and we further asked Tesla
9 to unredact the names of the senders and recipients of these documents. On August 7, 2023, we
10 renewed our request to meet and confer. Tesla's counsel stated that they were not prepared to
11 meet and confer. They did not respond to our repeated requests to retract the
12 "CONFIDENTIAL" designation or our request to withdraw the redactions..

13
14
15 7. On Sunday, August 6, 2023, at 5:17 PM, my office separately reached out to Tesla's
16 counsel in the *Vaughn* matter, Reed Smith LLP. Mr. Diaz's counsel challenged the confidential
17 designations and requested that Reed Smith immediately agree to withdraw the
18 "CONFIDENTIAL" designations in light of Mr. Diaz's pending new trial motion and to unredact
19 the email addresses of the recipients of the emails. Mr. Diaz's counsel requested a response no
20 later than 4:00 PM on Monday, August 7, 2023. We still have not received a response.

21
22 8. Attached hereto as Exhibit 1 is a true and correct copy of the Protective Order in
23 *Vaughn*. That Protective Order does not include any provision for expedited de-classification of
24 an improper "CONFIDENTIAL" designation by the Court. The process set forth in the
25 Protective Order for obtaining de-classification of an improperly classified documents could take
26 several weeks or more.
27
28

1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct. Executed on August 8, 2023 in Sacramento, California.
3
4

5 
6

7 Cimone Nunley
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 1

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
2 Including Professional Corporations

3 TRACEY A. KENNEDY, Cal. Bar No. 150782
tkennedy@sheppardmullin.com
4 333 South Hope Street, 43rd Floor
Los Angeles, California 90071-1422
5 Telephone: 213.620.1780
Facsimile: 213.620.1398

6 PAUL S. COWIE, Cal. Bar No. 250131
pcowie@sheppardmullin.com
7 PATRICIA M. JENG, Cal. Bar No. 272262

8 pjeng@sheppardmullin.com
SAMI HASAN, Cal Bar No. 272333
shasan@sheppardmullin.com
9 GAL GRESSEL, Cal. Bar No. 286312

10 ggressel@sheppardmullin.com
LUIS F. ARIAS Cal. Bar No. 317819
larias@sheppardmullin.com
11 Four Embarcadero Center, 17th Floor
San Francisco, CA 94111-4109
12 Telephone: 415.434.9100
13 Facsimile: 415.434.3947

14 Attorneys for Defendant
TESLA, INC.

15 *ATTORNEYS FOR PLAINTIFF*
16 *ON THE FOLLOWING PAGE*

17
18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **COUNTY OF ALAMEDA**

20 MARCUS VAUGHN, individually and on
behalf of all others similarly situated,

21 Plaintiff,

22 v.

23 TESLA, INC. doing business in California as
24 TESLA MOTORS, INC.,

25 Defendant.

Case No. RG17882082

**STIPULATION AND PROTECTIVE
ORDER**

Complaint Filed: November 13, 2017
Trial Date: None set

Assigned for all purposes to the Hon. Winifred
Y. Smith, Dept. 21

1 BRYAN SCHWARTZ LAW
BRYAN SCHWARTZ (SBN 209903)
2 NATASHA BAKER (SBN 319381)
180 Grand Ave., Suite 1380
3 Oakland, California 94612
Tel: (510) 444-9300
4 Fax: (510) 444-9301
Email: bryan@bryanschwarzlaw.com
5 natasha@bryanschwarzlaw.com

6 CALIFORNIA CIVIL RIGHTS LAW GROUP
LAWRENCE ORGAN (SBN 175503)
7 NAVRUZ AVLONI (SBN 279556)
332 San Anselmo Ave.
8 San Anselmo, CA 94960
Tel: (415) 453-4740
9 Fax: (415) 785-7352
Email: larry@civilrightsca.com
10 navruz@civilrightsca.com

11 Attorneys for Plaintiff
12 MARCUS VAUGHN
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 WHEREAS the parties in the action pending in the Superior Court of California, County of
 2 Alameda entitled *Marcus Vaughn v. Tesla, Inc. dba Tesla Motors, Inc.*, Case No. RG17882082
 3 (“the Litigation”), anticipate that during the course of the Litigation documents and/or information
 4 of a sensitive, private and confidential nature may be produced in the course of discovery or
 5 otherwise disclosed or provided, and the parties wish to protect the confidentiality of such
 6 documents or information while ensuring that discovery may be pursued with a minimum of delay
 7 and expense;

8 THEREFORE Defendant TESLA, INC. dba TESLA MOTORS, INC. and Plaintiff
 9 MARCUS VAUGHN (hereafter “Party or Parties”), by and through their counsel, hereby stipulate
 10 and agree to the following proposed Protective Order Re: Confidential Information (“Protective
 11 Order”), subject to court approval:

12 **I. SCOPE OF PROTECTIVE ORDER**

13 a) The protection of this Protective Order may be invoked with respect to any
 14 documents, testimony, information, and things (collectively “materials”) produced or created in
 15 this action that contain Confidential Information. As used herein, the term “Confidential
 16 Information” includes testimony and records, including but not limited to discovery responses and
 17 depositions, whether hardcopy or electronic, that contain confidential, commercially sensitive,
 18 and/or proprietary trade secret information, including, but not limited to, technical and
 19 competitively-sensitive information protected by law, and information protected by California’s
 20 constitution and common law right to privacy. As set forth below, materials containing
 21 Confidential Information may be designated as “Confidential” or “Confidential – Attorneys’ Eyes
 22 Only.” Such designation may be made by another Party or non-party producing materials in this
 23 action (“Producing Party”), or may be made by a Party who determines, in good faith, that
 24 materials produced by a non-party contain Confidential Information (“Designating Party”) even
 25 though not so designated by the Producing Party. The protections conferred not only cover
 26 Confidential Information, but also any information copied or extracted therefrom, as well as
 27 copies, excerpts, abstracts, summaries, compilations thereof, in addition to testimony,
 28

1 conversations or presentations by parties or parties' counsel or in court or in other settings that
2 might reveal Confidential Information.

3 b) In the event that additional Parties join or are joined in this litigation, they shall not
4 have access to materials designated as "Confidential" or "Confidential – Attorneys' Eyes Only"
5 pursuant to this Protective Order until they have executed and, at the request of any Party, filed
6 with the court their agreement to be bound by this Protective Order and shall not have access to
7 materials designated as "Confidential – Attorneys' Eyes Only" except as provided in paragraph V
8 of this Protective Order.

9 **II. DESIGNATION OF MATERIALS AS CONFIDENTIAL OR CONFIDENTIAL-**
10 **ATTORNEYS' EYES ONLY**

11 a) "Confidential" materials shall include only such information as the Producing or
12 Designating Party in good faith contends should be protected pursuant to this Protective Order on
13 the grounds that the information is properly subject to protection under existing California or
14 federal law. A Producing or Designating Party may designate Discovery Material as
15 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" if it contains or reflects information that is
16 extremely confidential and/or sensitive in nature and the Producing or Designating Party
17 reasonably believes that the disclosure of such Discovery Material is likely to cause economic
18 harm or significant competitive disadvantage to the Producing or Designating Party.

19 b) In making the designation of materials pursuant to this Protective Order, the
20 Producing or Designating Party shall give due consideration to whether the information contained
21 in the materials (1) has been produced, disclosed or made available to the public in the past, (2)
22 has been published, communicated or disseminated to others not obligated to maintain the
23 confidentiality of the information contained therein, (3) has not been preserved or maintained in a
24 manner calculated to preserve its confidentiality, or (4) is available from a third party or
25 commercial source that is not obligated to maintain its confidentiality or privacy. The Producing
26 or Designating Party shall also give due consideration to the age of the materials.

27 c) The protection of this Protective Order may be invoked with respect to materials in
28 the following manner:

- i. Documents when produced or otherwise designated shall bear the clear and legible designation “Confidential” or “Confidential – Attorneys’ Eyes Only” on each page of the document, except that in the case of multi-page documents bound together by staple or other permanent binding, the “Confidential” or “Confidential – Attorneys’ Eyes Only” legend need only be affixed to the first page in order for the entire document to be treated as “Confidential” or “Confidential – Attorneys’ Eyes Only.” Documents produced prior to the entry of this Protective Order may be designated as “Confidential” or “Confidential – Attorneys’ Eyes Only” within thirty (30) days after entry of this Protective Order. Documents produced by a Party or non-parties may be designated “Confidential” or “Confidential – Attorneys’ Eyes Only” by a Party within thirty (30) days after such production or if such production already occurred, within thirty (30) days after entry of this Protective Order.
- ii. As to discovery requests or the responses thereto, the pages of such requests or responses containing “Confidential” or “Confidential – Attorneys’ Eyes Only” materials shall be so marked, and the first page of the requests or responses shall bear a legend substantially stating that “This Document Contains ‘Confidential’ Material” or “This Document Contains ‘Confidential – Attorneys’ Eyes Only’ Material”;
- iii. As to deposition or other testimony, “Confidential” or “Confidential – Attorneys’ Eyes Only” treatment may be invoked by: (1) declaring the same on the record at the deposition, hearing, or proceeding, with instructions to so designate the cover of the transcript, or (2) designating specific pages as “Confidential” or “Confidential – Attorneys’ Eyes Only” and serving such designations within thirty (30) days of receipt of the transcript of the deposition, hearing, or proceeding, in which the designations are made. All deposition testimony shall be treated as “Confidential” or “Confidential – Attorneys’ Eyes Only” pending receipt of a transcript.
- iv. For information produced in some form other than documentary and for any

1 tangible items, the Producing Party shall affix the legend "Confidential" or
 2 "Confidential – Attorneys' Eyes Only" in a prominent place on the exterior of the
 3 container or containers in which the information or item is stored.

4 d) If any Producing Party inadvertently produces or discloses any materials designated
 5 as "Confidential" or "Confidential – Attorneys' Eyes Only" without marking it with an
 6 appropriate legend, the Producing Party or a Designating Party shall promptly notify the receiving
 7 party that the information should be treated in accordance with the terms of this Protective Order,
 8 and shall forward appropriately stamped copies of the items in question. Within five (5) days of
 9 the receipt of substitute copies, the receiving party shall return the previously unmarked items and
 10 all copies thereof, except any such copies that, following their receipt, have been marked up with
 11 attorney work product, in which case all copies containing the attorney work product shall be
 12 destroyed. The inadvertent disclosure shall not be deemed a waiver of confidentiality, and such
 13 designation shall be made as soon as possible after the discovery of the inadvertent production or
 14 disclosure.

15 **III. CHALLENGES TO "CONFIDENTIAL" OR "CONFIDENTIAL – ATTORNEYS'** 16 **EYES ONLY" DESIGNATIONS**

17 a) Any Party believing materials designated as "Confidential" or "Confidential –
 18 Attorneys' Eyes Only" by another is not entitled to such designation shall at any time, but no later
 19 than thirty (30) days before trial in this action, notify the Producing or Designating Party of that
 20 belief in writing, provide a brief statement of the basis for that belief with service on all other
 21 Parties and allow fifteen (15) days for the Producing or Designating Party to respond.

22 b) If a Producing or Designating Party does not modify its designation of the materials
 23 in response to a notice pursuant to paragraph III(a) of this Protective Order, then the Party
 24 challenging the "'Confidential'" or "Confidential – Attorneys' Eyes Only" designation may move
 25 the court for an order modifying or removing such designation. To maintain "'Confidential'" or
 26 "Confidential – Attorneys' Eyes Only" status, the burden shall be on the proponent of
 27 confidentiality to show that the material or information is entitled to protection under applicable
 28 law. Unless and until a "'Confidential'" or "Confidential – Attorneys' Eyes Only" designation is

1 voluntarily withdrawn by the Producing or Designating party, or the court issues an order
2 modifying or removing such designation, the provisions of the Protective Order shall continue to
3 apply.

4 **IV. DISCLOSURE OF MATERIALS DESIGNATED AS CONFIDENTIAL**

5 a) Materials designated “Confidential,” as well as summaries, copies, excerpts, and
6 extracts thereof, shall not be disclosed to or made accessible to any person except as specifically
7 permitted by this Protective Order. Materials designated as “Confidential” shall be used solely in
8 the preparation for trial and/or trial of the Litigation, and shall not be used at any time for any
9 other purpose.

10 b) Materials designated as “Confidential” may be disclosed only to:

11 i. The court and all court staff, including its clerks and research attorneys;

12 ii. Attorneys actively involved in the representation of a Party, their secretaries,
13 paralegals, legal assistants, and other staff actively involved in assisting in the
14 Litigation;

15 iii. In-house attorneys employed by any Party and working on the Litigation, and their
16 secretaries, paralegals, legal assistants, and other staff actively involved in assisting
17 in the Litigation;

18 iv. The Parties, potential or actual class members, officers and employees of the
19 Parties assisting counsel in the preparation of the case for trial, motion practice or
20 appellate proceedings, provided that the materials designated “Confidential” may
21 be disclosed to such persons only to the extent such disclosure is, in the judgment
22 of counsel, reasonably necessary to counsel’s preparation of the case;

23 v. Any expert or consultant who is retained by any of the Parties or their counsel of
24 record to assist counsel in the Litigation, and any employee of such an expert
25 assisting in the Litigation (hereafter, “Experts”);

26 vi. Any person called to testify as a witness either at a deposition or court proceeding
27 in the Litigation, but only to the extent necessary for the purpose of assisting in the
28 preparation or examination of the witness, and also only if such persons are

1 informed of the terms of this Protective Order, provided with a copy of the
2 Protective Order and agree, on the record, that they are bound by the terms of the
3 Protective Order and are required not to disclose information contained in the
4 materials designated as “Confidential”;

5 vii. Deposition and court reporters and their support personnel, for purposes of
6 preparing transcripts;

7 viii. Employees of outside copying services and other vendors retained by counsel to
8 assist in the copying, imaging, handling or computerization of documents, but only
9 to the extent necessary to provide such services in connection with the Litigation
10 and only after being informed of the provisions of this Protective Order and
11 agreeing to abide by its terms;

12 ix. Mediators or other Alternative Dispute Resolution neutrals (including their
13 employees, agents and contractors) to whom disclosure is reasonably necessary to
14 their involvement in the Litigation; and

15 x. Any person who created a document designated as “Confidential” or was the
16 recipient thereof outside of the Litigation.

17 c) Each person to whom materials designated as “Confidential” are disclosed (other
18 than persons described in paragraphs IV(b)(i)-(iv), (vii), and (viii) shall execute a non-disclosure
19 agreement in the form attached hereto as Exhibit A prior to their receipt of materials designated as
20 “Confidential,” and shall agree to be bound by this Protective Order and to be subject to the
21 jurisdiction of this court for the purposes of enforcement, except that individuals identified in
22 paragraphs II(b)(ii) and (iii) shall not be required to execute such an agreement, provided that
23 counsel making disclosure to such individuals advise them of the terms of the Protective Order
24 and they agree to be bound thereby. Counsel disclosing materials designated as “Confidential” to
25 persons required to execute non-disclosure agreements shall retain all such executed agreements.
26 Copies of the executed agreements shall be preserved by counsel and shall be provided to the
27 opposing party if the court so orders upon a showing of good cause. The Parties shall ensure that
28 witnesses sign the Protective Order before being presented with materials designated

1 “Confidential.” If counsel for either Party represents the witness to whom material designated
 2 “Confidential” is being presented, that counsel shall ensure that the witness executes the Protective
 3 Order prior to being presented with the material designated “Confidential.” A witness’s refusal to
 4 sign the protective order does not waive any Party’s ability to seek alternative relief to obtain the
 5 person’s compliance with this Protective Order by other legal means, such as obtaining an order of
 6 the Court ordering the person to comply with this Protective Order.

7 **V. DISCLOSURE OF MATERIALS DESIGNATED AS CONFIDENTIAL –**
 8 **ATTORNEYS’ EYES ONLY**

9 a) Unless otherwise ordered by the Court, Discovery Material designated as
 10 “Confidential – Attorneys’ Eyes Only” may be disclosed only to:

- 11 i. The court and all court staff, including its clerks and research attorneys;
- 12 ii. The Receiving Party’s Outside Counsel, provided that such Outside Counsel is not
 13 involved in competitive decision-making, on behalf of a Party or a competitor of a
 14 Party, and such Outside Counsel’s immediate paralegals and staff, and any copying
 15 or clerical litigation support services working at the direction of such counsel,
 16 paralegals, and staff;
- 17 iii. Any outside expert or consultant retained by the Receiving Party to assist in this
 18 action, provided that disclosure is only to the extent necessary to perform such
 19 work; and provided that: (a) such expert or consultant has agreed to be bound by
 20 the provisions of the Protective Order by signing a copy of Exhibit A; (b) such
 21 expert or consultant is not a current officer, director, or employee of a Party or of a
 22 competitor of a Party, nor anticipated at the time of retention to become an officer,
 23 director, or employee of a Party or of a competitor of a Party; (c) such expert or
 24 consultant is not involved in competitive decision-making, on behalf of a Party or a
 25 competitor of a Party; and (d) such expert or consultant accesses the materials in
 26 the United States only, and does not transport them to or access them from any
 27 foreign jurisdiction;

- iv. Court reporters, stenographers and videographers retained to record testimony taken in this action;
- v. Mediators or other Alternative Dispute Resolution neutrals (including their employees, agents and contractors) to whom disclosure is reasonably necessary to their involvement in the Litigation, who have agreed to be bound by the provisions of the Protective Order by signing a copy of Exhibit A;
- vi. Any other person with the prior written consent of the Producing or Designating Party.

VI. USE IN COURT PROCEEDINGS - FILING OF COURT PAPERS

a) Nothing contained in this Protective Order shall be construed to prejudice any Party's right to use at trial or in any hearing before the court any Confidential Information, provided that reasonable notice of the intended use of such material shall be given to all counsel of record in order to enable the parties to arrange for appropriate safeguards, and provided that the rules applicable to sealing records, as further addressed below, are followed. Likewise, nothing in this Protective Order shall be dispositive of any issues of relevance, discoverability or admissibility.

b) The submission of any materials designated as "Confidential" or "Confidential – Attorneys' Eyes Only" pursuant to this Protective Order to the court in the Litigation must comply with California Rules of Court ("CRC") 2.550, 2.551 and 8.46 to the extent applicable. If the materials are required to be kept confidential by law or are submitted in connection with discovery motions or proceedings, no court order is required. (CRC 2.550(a)(2) and (3).) However, if the materials are submitted for use at trial or as the basis for adjudication of matters other than discovery motions or proceedings, a court order sealing the materials is required and may only be obtained by careful compliance with the procedures set forth in CRC 2.551.

If either Party seeks to file materials designated as "Confidential" or "Confidential – Attorneys' Eyes Only" or disclose the contents of material designated as "Confidential" or "Confidential – Attorneys' Eyes Only" by the opposing Party as a basis for adjudication other than discovery motions or proceedings (e.g., motions within the scope of CRC 3.1350 and 3.764), the

1 filing Party must meet and confer with the Producing or Designating Party at least 10 calendar
 2 days prior to the intended filing date to offer the Producing or Designating Party the opportunity to
 3 evaluate whether the designated materials fall within the parameters of CRC 2.550(d). If the
 4 producing or Designating party does not agree to remove the “Confidential” or “Confidential –
 5 Attorneys’ Eyes Only” designation, the filing Party must prepare a motion or application pursuant
 6 to CRC 2.551(b).

7 The Parties understand that failure to comply with the procedural requirements of CRC
 8 2.551 or failure to present evidence sufficient to support the findings set forth in CRC 2.550(d)
 9 may result in the placement of Confidential Information in the public file. The Parties further
 10 understand that no sealing order will be issued solely on the basis of the existence and
 11 applicability of this Protective Order. (CRC 2.551(a).)

12 **VII. MODIFICATION**

13 Nothing in this Protective Order shall preclude any Party from applying to the court to
 14 modify this Protective Order to provide for additional safeguards to ensure the confidentiality of
 15 materials produced in this action or otherwise modify this Protective Order for good cause shown.
 16 In the event that documents or information that warrant heightened protection are requested to be
 17 produced, the Parties agree to negotiate in good faith to modify this Protective Order to provide
 18 for such protection.

19 **VIII. DISPOSITION OF MATERIALS AT CONCLUSION OF CASE**

20 All materials designated as “Confidential” or “Confidential – Attorneys’ Eyes Only” shall
 21 remain in the possession of the counsel of record of the Party to whom such materials are
 22 produced, and they shall not permit any such materials to leave their possession, except that copies
 23 of such materials may be made for the use of persons to whom disclosure may be made under
 24 paragraph IV(b) or paragraph V of this Protective Order, or for the purpose of submission to the
 25 court under paragraph VI of this Protective Order. Within sixty (60) days after this action is
 26 concluded, including the expiration or exhaustion of all rights to appeal, each Party to whom
 27 materials designated as “Confidential” or “Confidential – Attorneys’ Eyes Only” were produced
 28 shall, at the election of the Party receiving the materials, (a) return all documents and copies

1 containing materials designated as “Confidential” or “Confidential – Attorneys’ Eyes Only”
 2 (including, but not limited to, copies in the possession or control of any expert or employee) to the
 3 Producing or Designating Party, except copies that have attorney work product on them in which
 4 case the materials and copies with work product should be destroyed or (b) promptly destroy all
 5 such materials and copies and provide a written certification under oath to the Producing Party and
 6 to any Designating Party to that effect. Under no circumstances may materials designated as
 7 “Confidential” or “Confidential – Attorneys’ Eyes Only” under this Protective Order be used for
 8 any purpose whatsoever outside of this Litigation.

9 **IX. RETENTION OF JURISDICTION.**

10 The court shall retain jurisdiction over all persons to be bound by the terms of this
 11 Protective Order, during the pendency of this action and for such time thereafter as is needed to
 12 carry out its terms. Even after the final disposition of this litigation, the confidentiality obligations
 13 imposed by this Protective Order shall remain in effect until a Producing Party or Designating
 14 Party, as applicable agrees otherwise in writing, or a court order otherwise so directs.

15 **IT IS SO STIPULATED.**

16 Dated: June 22, 2020

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

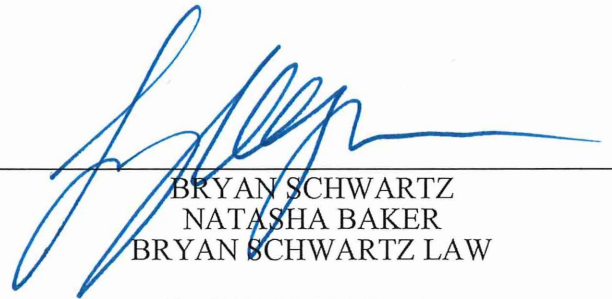
17
 18 By: 

TRACEY KENNEDY
 PAUL S. COWIE
 PATRICIA M. JENG
 SAMI HASAN
 GAL GRESSEL
 LUIS ARIAS

Attorneys for Defendant,
 TESLA, INC.

1 Dated: June 22 2020

2
3 By

A handwritten signature in blue ink, appearing to read 'Bryan Schwartz', is written over a horizontal line.

BRYAN SCHWARTZ
NATASHA BAKER
BRYAN SCHWARTZ LAW

6 LAWRENCE ORGAN
7 NAVRUZ AVLONI
8 CALIFORNIA CIVIL RIGHTS LAW GROUP

9 Attorneys for Plaintiff,
10 MARCUS VAUGHN

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
 _____ [print or type full
 address], declare under penalty of perjury that I have read in its entirety and understand the
 Stipulated Protective Order ("Protective Order") that was issued by the Alameda County Superior
 Court on _____ [date] in the case of *Marcus Vaughn v. Tesla, Inc. dba Tesla*
Motors, Inc., Case No. RG17882082. I agree to comply with and to be bound by all the terms of
 this Protective Order and I understand and acknowledge that failure to so comply could expose me
 to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose
 in any manner any information or item that is subject to this Protective Order to any person or
 entity except in strict compliance with the provisions of this Protective Order.

I further agree to submit to the jurisdiction of the Alameda County Superior Court for the
 purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement
 proceedings occur after termination of this action.

Date: _____

Printed name: _____

City and State where sworn and signed: _____

Signature: _____

_____, _____

Title: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[PROPOSED] ORDER

GOOD CAUSE APPEARING, the Court hereby approves this Stipulation and Protective Order.

IT IS SO ORDERED.

Dated: _____

THE HONORABLE WINIFRED Y. SMITH
Alameda County Superior Court

PROOF OF SERVICE

Marcus Vaughn v. Tesla, Inc. dba Tesla Motors, Inc.
Alameda County Superior Court Case No. RG17882082

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of San Francisco, State of California. My business address is Four Embarcadero Center, 17th Floor, San Francisco, CA 94111-4109.

On June 23, 2020, I served true copies of the following document(s) described as:

STIPULATION AND PROTECTIVE ORDER

on the interested parties in this action as follows:

Lawrence Organ, Esq.
Navruz Avloni, Esq.
CALIFORNIA CIVIL RIGHTS LAW
GROUP
332 San Anselmo Ave.
San Anselmo, CA 94960

Attorneys for Plaintiff
Marcus Vaughn and the Putative Class

Tel: (415) 453-4740
Fax: (415) 785-7352
Email: larry@civilrightscs.com
navruz@civilrightscs.com

Bryan Schwartz, Esq.
Natasha Baker, Esq.
BRYAN SCHWARTZ LAW
180 Grant Ave, Suite 1380
Oakland, CA 94612


Attorneys for Plaintiff
Marcus Vaughn and the Putative Class

Tel: (510) 444-9300
Fax: (510) 444-9301
Email: bryan@bryanschwartzlaw.com
natasha@bryanschwartzlaw.com
natalie@bryanschwartzlaw.com

BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person[s] at the e-mail address[es] listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 23, 2020, at San Francisco, California.


Mary Tom-Hum